

ADOT File No.: JPA 07-067
AG Contract No.: P2007-002148
TRACS: H7043 01 L
Project No.: Y010273
Section: I-8 to US 95
Budget Source Item No.:

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF YUMA

THIS AGREEMENT is entered into this date 26th of September 2007, pursuant to Arizona Revised Statutes, Sections §11-951 through §11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and CITY OF YUMA, ARIZONA, a municipal corporation acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section §28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section §48-572 and Article III Section 13 of the City Charter of the City of Yuma to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. This Agreement is for the purchase and sale of Survey Data from the City of Yuma for an amount of \$30,000.00, hereinafter referred to as the Project. The data is required for a State project (Design Concept Report/Study) for SR 195; ASH Extension (I-8 to US 95).

THEREFORE, in consideration of the mutual covenants expressed herein, it is further agreed as follows:

NO. 29262
Filed with the Secretary of State
Date Filed: 9-26-07

Janice K. Shivers
Secretary of State

By: Briceia Montano

II. SCOPE OF WORK

1. The City Shall:

a. Upon execution of this Agreement invoice the State an amount of \$30,000.00 for the Survey Data.

b. Upon receipt of payment, provide survey data to the State.

2. The State Shall:

a. Upon execution of this Agreement and receipt and approval of an invoice from the City remit to the City an amount of \$30,000.00 for the Survey Data.

b. Use the survey data for planning, design and construction of only that portion of the Area Service Highway (ASH) that is totally within the City limits of the City of Yuma.

c. Under no circumstances share, loan, sell, gift or otherwise permit the use of the survey data by any other entity, agency or political subdivision except as necessary to accomplish the purposes stated in II.2. b.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effective until final payment provided herein.

2. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes Sections §38-511.

5. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Sections §12-1518

6. The provisions of Arizona Revised Statutes Section §35-214 are applicable to this contract.

7. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007 FAX (602) 712-7424

City of Yuma
Box 13014
Yuma, Arizona 85366-3014
(928) 373-5000

10. Pursuant to Arizona Revised Statutes, Section §11-952 (D), attached hereto and incorporated herein is the written determination of each party's legal counsel that the *parties* are authorized under the laws of this state to enter into this Agreement and that the agreement is in proper form.

11. This Agreement is not subject to the Cooperative purchasing provisions of A.R.S. § 41-2632.

12. The Survey Data is provided on an "as is" basis. The City makes no warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose. In no event shall the City be liable to the State for any damages whatsoever resulting from or relating to the State's use of the Survey Data. The State is solely responsible for selection, use and suitability of the Survey Data.

IV. TERMINATION:

This Intergovernmental Agreement shall terminate upon the completion of all actions necessary with regard to the Project as described herein.

V. WAIVER:

If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.

VI. ASSIGNMENT:

This Agreement is not assignable without the mutual written consent of both parties.

VII. NO PARTNERSHIP:

Nothing in this Agreement constitutes a partnership or joint venture between the parties and neither party is the principal or agent of the other.

VIII. SEVERABILITY:

If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written

YUMA, ARIZONA

STATE OF ARIZONA
Department of Transportation

By Mark S. Watson
MARK S. WATSON
Administrator

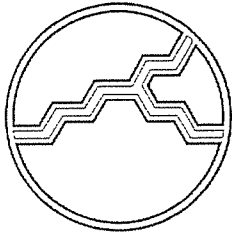
By Mickie Franklin
MICKIE FRANKLIN
Joint Project Administration Manager

ATTEST

By Brigitte M. Kuiper
BRIGITTE M. KUIPER
Clerk

G:07-067-DCR Yuma City- I-8 / US 95
May 1, 2007 – ly
Revised May 9, 2007 -ly
Revised July 30, 2007-ly

date: August 30, 2007



City of YUMA

**CITY OF YUMA
REGULAR CITY COUNCIL MEETING SUMMARY
COUNCIL CHAMBERS – YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
WEDNESDAY, SEPTEMBER 5, 2007
5:30 P.M.**

CALL TO ORDER STARTED AT 5:30 P.M.

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

FINAL CALL for submission of Speaker Request Forms

PRESENTATIONS

I. CALL TO THE PUBLIC

NO LEGAL
ACTION
PERMITTED

Members of the public may address the City Council on matters that are not listed on the City Council agenda. The City Council cannot discuss or take legal action on any matter raised unless it is properly noticed for discussion and legal action. At the conclusion of the Call to the Public, individual members of the City Council may respond to criticism made by those who have addressed the City Council, may ask staff to review a matter or may ask that a matter be placed on a future agenda. All City Council meetings are recorded and videotaped.

II. MOTION CONSENT AGENDA

All items listed on the Motion Consent Agenda will be considered and enacted with one motion. There will be no separate discussion of these items unless a Councilmember so requests. In which event, the item will be removed from the Motion Consent Agenda and the vote or action will be taken separately.

A. Approval of minutes of the following City Council meeting(s):

APPROVED	Special Worksession	August 13, 2007
	Regular Worksession	August 14, 2007
	Regular Meeting	August 15, 2007

B. Approval of Staff Recommendations:

1. Executive Sessions may be held at the next regularly scheduled Worksession and City Council Meeting for personnel, legal, litigation and real estate matters pursuant to A.R.S. § 38-431.03 Section A (1), (3), (4), and (7). (City Attorney)

Page Item

1. 2. **Special Event Liquor License: Jazz of Yuma, Inc.**

APPROVED Approve a Special Event Liquor License application submitted by Debra Lucille Nidiffer, on behalf of Jazz of Yuma, Inc., for a Scholarship Fundraiser for Conventions and Competitions. The event will be held at 270 S. Main Street on November 3, 2007 from 6:00 p.m. to 9:00 p.m. (SP07-18) (City Administration/City Clerk)

3. 3. **Special Event Liquor License: Rotary Club of Yuma Crossing**

APPROVED Approve a Special Event Liquor License application submitted by Christine Kay Gatley, on behalf of the Rotary Club of Yuma Crossing, for the 6th Annual Rotary Club of Yuma Crossing Wine and Cheese Tasting. The event will be held at the Yuma Art Center, located at 254 S. Main Street on September 29, 2007 from 5:00 p.m. to 9:00 p.m. (SP07-19) (City Administration/City Clerk)

5. 4. **Bid Award: Gila Ridge Road and Avenue 3E Waterline Extensions**

APPROVED Award to lowest responsive/responsible bidder for *Gila Ridge Road and Avenue 3E Waterline Extensions* at a total cost of \$1,062,844.75 to TC Construction Co., Inc., Santee, California. (2006000640) (City Engineering)

8. 5. **Bid Award: Fire Hydrants and Accessories**

APPROVED Award to lowest responsive/responsible bidder for *Fire Hydrants and Accessories*, a one-year contract with the option to renew for four additional one-year periods, at an estimated first-year cost of \$30,000.00, which will exceed \$50,000.00 over the 5-year life of the contract, depending on the appropriation of funds and satisfactory performance, on an as-needed basis to Arizona Water Works Supply, Tempe, Arizona. (2007000623) (Utilities)

11. 6. **Bid Award: Waterline Placement, Gila Ridge Road from Avenue 5E to Araby Road**

APPROVED

Award to lowest responsive/responsible bidder for *Waterline Placement, Gila Ridge Road from Avenue 5E to Araby Road* at a total cost of \$1,004,912.16 to Yuma Valley Contractors, Inc., Yuma, Arizona. (2007000642) (City Engineering)

14. 7. **Request for Qualifications: Project Engineer for Final Design of 16th Street and 4th Avenue Intersections Improvements**

APPROVED

Authorize staff to execute a contract for the *Project Engineer for Final Design of 16th Street and 4th Avenue Intersection Improvements* at a total cost of \$1,035,799.00 to Core Engineering Group, PLLC, Yuma, Arizona. (2007000509) (City Engineering)

17. 8. **Request for Qualifications: Project Engineer(s) for Professional Engineering and Other Consultant Services for the Design of Multiple Main Street Water Treatment Plant and Figueroa Avenue Water Pollution Control Facility Upgrades on a Delivery Order Basis**

APPROVED

Authorize staff to negotiate and execute a one-year contract with the option to renew for four additional one-year periods, one period at a time, depending on the appropriation of funds and satisfactory performance, for *Design of Multiple Main Street Water Treatment Plant and Figueroa Avenue Water Pollution Control Facility Upgrades* on a Delivery Order Basis with the following firms:

Malcolm Pirnie, Inc.	Phoenix, Arizona
Carollo Engineers, P.C.	Phoenix, Arizona
Kennedy/Jenks Consultants	Phoenix, Arizona

(2007000662) (City Engineering)

20. 9. **Request for Proposals: On-Call Planning and Landscaping Consulting Services**

APPROVED

Authorize staff to negotiate and execute a one-year contract for *On-Call Planning and Landscaping Consulting Services* at a not-to-exceed fee of \$50,000.00 per Delivery Order with the option to renew for four additional one-year periods, depending on the appropriations of funds and satisfactory performance to:

Contract Planning Services, Inc.	
(Planning Services firm)	Fountain Hills, Arizona
David Evans and Associates, Inc.	
(Planning & Landscape firm)	Phoenix, Arizona
Development Design and Engineering, Inc.	
(Planning Services firm)	Yuma, Arizona
Olsson Associates	
(Planning & Landscape firm)	Phoenix, Arizona
Sherman Group, Inc.	
(Planning & Landscape firm)	Phoenix, Arizona
The WLB Group, Inc.	
(Multi-disciplinary firm)	Phoenix, Arizona
Willdan	
(Multi-disciplinary firm)	Phoenix, Arizona

(2007000541) (Community Development)

23. 10. **Contract Amendment: Finalization of Architecture Design Services for Police Department Renovation**

APPROVED

Authorize a contract amendment with Steven R. Fischer, Architects, Yuma, Arizona for *Finalization of Architectural Services for Police Department Renovation* to increase the contract from \$15,000.00 up to \$110,000.00. (2007000393) (City Engineering)

26. 11. **Sole Source Contract: Increase -- Procurement of Concrete Pipe and Crane Rental for the 32nd Street Widening Project**

APPROVED

Approval of \$162,942.99 increase to a Sole Source procurement with the Yuma Mesa Irrigation and Drainage District. (2007000632) (City Engineering)

29. 12. **Contract Amendment Number 3: Colorado River Water Delivery Contract No. 14-06-W-106 -- Department of the Interior, Bureau of Reclamation**

APPROVED

Approve Amendment Number 3 -- Colorado River Water Delivery Contract and extend the current contract until September 30, 2012. (Utilities/Administration)

36. 13. **Intergovernmental Agreement: Arizona Department of Transportation**

APPROVED

Authorize an Intergovernmental Agreement with Department of Transportation for the sale of City Geographic Information System (GIS) Electronic Data in the amount of \$30,000.00. (Information Technology Services)

43. 14. **Subgrantee Agreements: Department of Justice Weed and Seed**

APPROVED

Authorize the City Administrator to execute subgrantee agreements in accordance with City Council acceptance of Department of Justice Weed and Seed Grant; five contracts totaling \$72,080.00. (Administration/Neighborhood Services)

55. 15. **Award Agreement: Victims' Rights Program**

APPROVED

Authorize the City Administrator to execute the Award Agreement between the Arizona Attorney General and the City of Yuma for the Victims' Rights Program, in the amount of \$4,600.00 for fiscal year 2007-2008. (City Attorney/Prosecutor)

57. 16. **Infrastructure and Services Report: Annexation Area No. A2007-01**

APPROVED

Approve an Infrastructure and Services Report for Annexation Area No. A2007-01; annexation area generally located south of 32nd Street between Chevy Lane and Crest Drive. (City Administration/Economic Development)

SUGGESTED MOTION: To approve the MOTION CONSENT AGENDA as recommended:

M/_____ S/_____ VV/_____

III. RESOLUTION CONSENT AGENDA

All items listed on the Resolution Consent Agenda will be considered and enacted with one motion. There will be no separate discussion of these items unless a City Councilmember so requests or a Speaker Request Form has been submitted. In which event, the item will be removed from the Resolution Consent Agenda and the vote or action will be taken separately.

61. A. **Resolution R2007-48: Water Service and Preannexation Development Agreement -- Haros Living Trust**

ADOPTED

Authorize a Water Services and Preannexation Development Agreement with Jose J. Haros and Lina A. Haros Living Trust, dated June 20, 2001, for property located at 805 S. Dora Avenue. (Community Development/ Planning)

71. B. **Resolution R2007-49: Water Service and Preannexation Development Agreement - Lopez**

ADOPTED

Authorize a Water Services and Preannexation Development Agreement with Mario Lopez for property located at 615 S. El Prado Road. (Community Development/Planning)

80. C. **Resolution R2007-50: Preannexation Development Agreement -- Weber Trust**

ADOPTED

Authorize a Preannexation Development Agreement with Weber JA III and Shirley Ann Trust 9-1-95 for property located at 2126 S. Factor Avenue. (City Administration /Economic Development)

89. D. **Resolution R2007-51: Local Transportation Assistance Fund II**

ADOPTED

Authorize the Yuma Metropolitan Planning Organization (YMPO) to receive and use \$147,626.49 in Local Transportation Assistance Fund II funding, on behalf of the City of Yuma, to extend and support the YMPO demand-response DIAL-A-RIDE and Yuma County Area Transit programs. (City Engineering)

SUGGESTED MOTION: To adopt the RESOLUTION CONSENT AGENDA as recommended:

M/_____ S/_____ RV/_____

IV. ADOPTION OF ORDINANCES CONSENT AGENDA

All items listed on the Ordinance Consent Agenda will be considered and enacted with one motion. There will be no separate discussion of these items unless a City Councilmember so requests or a Speaker Request Form has been submitted. In which event, the item will be removed from the Ordinance Consent Agenda and the vote or action will be taken separately.

92. A. Ordinance O2007-45: Rezoning of Property Located at 3260 S. Arizona Avenue

ADOPTED

Rezone property from the Agriculture (AG) District to the General Commercial (B-2) District. The applicant is Ronald A. Martin and John C. Curtis. (Z2007-009) (Community Development/Planning)

104. B. Ordinance O2007-46: Street Right-of-Way Abandonment

ADOPTED

Abandon 10 feet of right-of-way located along the west side and east side of 8th Avenue north of 4th Street, and for abandonment of the full-width 60 feet of right-of-way of 4th Street located between 8th Avenue and 7th Avenue. The applicant is Nicklaus Engineering, on behalf of the Yuma Union High School District #70 and the Union Baptist Church. (M2007-001) (Community Development/Planning)

SUGGESTED MOTION: To adopt the ORDINANCES CONSENT AGENDA as recommended:

M/ _____ S/ _____ RV/ _____

V. INTRODUCTION OF ORDINANCES

The following ordinance(s) is presented to the City Council for introduction. No vote or action by the City Council is necessary. However, the City Council may, at its option, vote or take action where appropriate. Ordinances given introduction are generally presented to the City Council for adoption at the next Regular City Council meeting.

130. A. Ordinance O2007-47: Right-of-Way Acquisition – Saguaro Estates Subdivision

INTRODUCED

Authorize the acquisition of right-of-way for fire hydrant installation, operation and maintenance at Saguaro Estates Subdivision. (City Engineering)

138. B. Ordinance O2007-48: Property Acquisition – Fire Station No. 7 and Police Department Substation

CONTINUED TO
9/19 OR 10/3/07
REGULAR MEETING

Authorize staff to acquire property for Fire Station No. 7 and a Police Department substation, to be sited at the intersection of 34th Street and Avenue 8½ E. (City Engineering)

144. C. Ordinance O2007-49: Annexation Area No. A2007-01

INTRODUCED

Authorize annexation and designation of zoning of property generally located south of 32nd Street between Chevy Lane and Crest Drive. (City Administration/Economic Development)

151. D. Ordinance O2007-50: Amendment to Ordinance No. O2007-15 to Correct a Scrivener's Error

INTRODUCED

Amend Ordinance No. O2007-15 to correct a scrivener's error by changing a word in the legal description of the subject property from "Northeasterly" to "Northerly". (Z2006-030) (Community Development/Planning)

154. E. Ordinance O2007-51: Amendment to Ordinance No. O2007-40 to Correct a Scrivener's Error

INTRODUCED

Amend Ordinance No. O2007-40 to correct a scrivener's error by striking the words "The South Half of" from the beginning of the legal description of the subject property. (Z2007-006) (Community Development/Planning)

VI. PUBLIC HEARINGS

157. A. Public Hearing: Annexation Area No. A2007-06 – Ott Annexation

PUBLIC
HEARING HELD

This is a Public Hearing to consider the annexation of property generally located at the southeast corner of 48th Street and Avenue 6E. (Community Development/Planning)

VII. APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

Discussion and possible action on the following items:

1. Appointment to boards, commissions, committees and offices:

- Clean and Beautiful Commission, term to expire 12/11/07
- Historic District Review Commission, term to expire 6/30/10
- Municipal Property Corporation, term to expire 8/19/10 → Raul Celaya Pino

2. Announcements:

- City Council report on meetings/events attended – City Council report on issues discussed in meetings/events attended by a City Council representative in their official capacity as the City's representative during the period of August 15 – September 5, 2007. City Council questions regarding the update must be limited

NO REPORT

solely for clarification purposes. If further discussion is warranted, the issue will be added to a future agenda for a detailed briefing.

- City Council report of upcoming meetings.
 - City Council request for agenda items to be placed on future agendas.
3. Scheduling: Motion to schedule future City Council meetings pursuant to Arizona Revised Statutes Section 38-431.02 and the Yuma City Code, Chapter 30.

VIII. SUMMARY OF CURRENT EVENTS

INFORMATIONAL
UPDATE

This is the City Administrator's opportunity to give notice to the City Council of current events impacting the City. Comments are intended to be informational only and no discussion, deliberation or decision will occur on this item.

IX. EXECUTIVE SESSION

NO
EXECUTIVE
SESSION
HELD

An Executive Session may be held during this meeting to discuss pending Legal/Personnel/Real Estate matters. An Agenda will be posted 24 hours in advance.

ADJOURNMENT ADJOURNED AT 6:39 P.M.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973 the City of Yuma does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in, its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities, or services contact: ADA/Section 504 Coordinator, City of Yuma Human Resources Department, One City Plaza, PO Box 13012, Yuma, Arizona 85366-3012; (928) 373-5125 or TTY (928) 373-5149.

ATTORNEY APPROVAL FORM

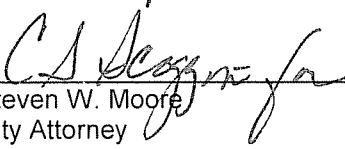
FOR THE CITY OF YUMA

INTERGOVERNMENTAL AGREEMENT DETERMINATION

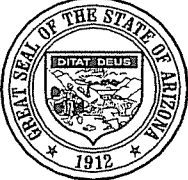
I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and CITY OF YUMA, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned CITY Attorney who has determined that it is in proper form and within the powers and authority granted to CITY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties to enter into said Agreement.

Dated 8/28, 2007



Steven W. Moore
City Attorney

<p>TERRY GODDARD Attorney General</p>	<p> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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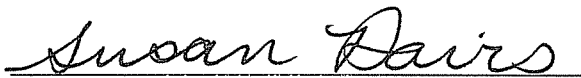
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012007002148 (**JPA 07-067**), an Agreement between public agencies, i.e., The State of Arizona and City of Yuma, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: September 19, 2007

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:63460
Attachment